EXHIBIT 6

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October 29, 2018

VIA ELECTRONIC MAIL
Honorable Michael H. Dolinger (Ret.)
JAMS
620 Eighth Street, 34th Floor
New York, New York 10018

Re: Alterra America Insurance Co. v. National Football League, et. al.
Index No.: 652813/2012E
Discover Property & Cas. Co., et al. v. National Football League
Index No.: 652933/2012E

Dear Judge Dolinger:

We are in receipt of the letter dated October 23, 2018 from John Hall, Esq. enclosing the NFL Parties' proposed surreply in response to the Insurers' Motion to Compel Production of Underlying Litigation and Settlement Materials. Please accept this brief response on behalf of the Insurers.

This latest submission reflects the NFL Parties' continued refusal to play by the rules in this case. In addition to the numerous failures to comply with their discovery obligations that required the Insurers to bring three motions to compel, the NFL Parties now attempt, improperly, to have the "last word" on one of the Insurers' motions. The parties engaged in extensive negotiations regarding the briefing schedule and the procedural order to be submitted to Your Honor. The agreed-upon schedule did not contemplate surreplies yet, without even attempting to meet-and-confer with the Insurers regarding surreplies, the NFL Parties now seek to submit one nevertheless. The Insurers defer to Your Honor's discretion as to whether to even consider the surreply, which is of no consequence to the outcome of the Insurers' motion to compel.

More importantly, the Insurers are compelled to correct certain misstatements in the NFL Parties' submission. First, the assertion that the Insurers relied solely upon legal principles in support of their motion and "did not suggest that their argument turned even in part on any of the particular facts of this case" is illogical and wrong. While, naturally, the Insurers relied upon case law and legal principles, their arguments also are tied to the facts of the case.

Second, although certain (unnecessary) factual details about the retention of defense counsel were not set forth in the Insurers' moving brief, the NFL Parties themselves opened the door to a discussion of these issues by making the outrageous claim in their opposition brief that they "had no choice" but to retain Paul Weiss as defense counsel, as reflective of some sort of abandonment by the

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Insurers.[1] The Insurers' reply brief and exhibits merely clarified that: 1) the NFL Parties' notice letter to the Insurers did not request the Insurers to assign defense counsel; 2) the NFL Parties' notice letter indicated that the NFL Parties already were considering options for counsel; 3) the NFL Parties decided to retain Paul Weiss as defense counsel for the initial lawsuits and all subsequent lawsuits; and 4) the NFL Parties broadly-reserved all rights against the Insurers.

The new exhibits submitted by the NFL Parties on surreply are consistent with all of these points. Indeed, in the September 2, 2011 notice letter to their broker, the NFL Parties note their anticipated retention of Paul Weiss (a firm that had "previously represented the NFL in various matters"), which retention was later confirmed with certain of the Insurers on September 30, 2011. The relevant point noted by the Insurers was simply that the NFL Parties embarked upon the process of retaining counsel of their own choice immediately upon being sued and, at no time, asked the Insurers to appoint counsel or even to provide input on potential firms. Nothing in the proposed surreply suggests otherwise.

Moreover, several of the Insurers made clear that they would only pay reasonable and necessary costs of counsel at rates similar to those paid in the ordinary course of business. See Watson Aff. Ex. E at 14 (proposing rate of $250/hour); NFL Opp. Ex. 8 at 4; NFL Opp. Ex. 3 at 25. The NFL Parties objected to such a proposal and proceeded with counsel charging rates exponentially higher than experienced defense counsel typically retained by the Insurers.

Finally, the fact that the NFL Parties retained Paul Weiss is irrelevant to the pending motion to compel. To date, the Insurers collectively have funded almost $20 million in defense costs on behalf of the NFL Parties and the meter continues to run. The Insurers and the NFL Parties had (and have) a common interest in defending the underlying lawsuits and ensuring that the NFL Parties' indemnity exposure is contained, which permits the sharing of attorney-client communications and work product. Moreover, in the event that a privilege preventing disclosure of certain materials to the Insurers ever existed, the NFL Parties have waived that privilege by placing the materials "at issue" in this lawsuit by virtue of their claims and defenses.

We appreciate Your Honor's consideration and look forward to discussing these issues at oral argument.

Respectfully submitted,

Christopher R. Carroll
Partner
for Kennedys CMK

[1] Equally outrageous is the NFL Parties' attempt to dismiss Travelers' 2013 offer to fund the defense of NFL Properties by separate counsel as a "stunt." As stated in Travelers' correspondence, that offer was based on Travelers' contentions that: (1) a conflict of interest prevented Paul Weiss from representing both NFL and NFL Properties; and (2) Paul Weiss was not adequately representing the separate interests of NFL Properties.